



Commonwealth of Kentucky

CONTRACT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: FRB-263-09 Fed.Stimulus Elect. Upgrade DMA FMS#3 Lexington,	
Doc ID No: CT2 785 1000000035 1	Procurement Folder: 1492606
Procurement Type: Construction	
Administered By: BRIAN COTTONGIM	Cited Authority: FAP220-12-00
Telephone: 502-564-3155	Issued By: MICHELLE NOBLE

C O N T R A C T O R	ARTS ELECTRIC INC
	POB 524
	411 HOLMES ST
	FRANKFORT KY 40602
	US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	RFB-263-09 Fed.Stimulus Electric Upgrade DMA FMS#3Lexington		0.00		0.00000	62,933.00	62,933.00

Extended Description
Effective Date: 09/25/09
Expiration Date: 01/07/10

Contract No.: CT2 785 1000000035

Federal Stimulus û Electrical Upgrade
DMA Field Maintenance Shop #3
National Guard Armory
Lexington, Kentucky

Project Manager: Brian Cottongim

B I L L T O	518870	S H I P T O
	FAC DIV OF ENGIN.& CONTRA.ADM.	
	THE BUSH BUILDING 403 WAPPING ST 1ST FLOOR	
	FRANKFORT KY 40601	
	US	

Total Order Amount:	62,933.00
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1000000035	Document Phase Final	Document Description FRB-263-09 Fed.Stimulus Elect. Upgrade DMA FMS#3 Lexington,	Page 2 of 5
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PART VI

FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES DIVISION OF ENGINEERING AND CONTRACT ADMINISTRATION

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This **AGREEMENT**, between the Owner, the **COMMONWEALTH OF KENTUCKY**, and the Contractor: Art's Electric, Inc., 411 Holmes Street P. O. Box 524, Frankfort, Kentucky 40602. The Consultant is: KTA Consulting Engineers, 1708 Jaggie Fox Way, Lexington, KY 40511.

This Agreement, properly by the parties, shall be final and binding only upon the issuance of the Finance and Administration Cabinet Construction Contract.

The Owner and Contractor agree as set forth below.

Article No. 1 THE CONTRACT DOCUMENTS:

The Contract Documents consist of the Agreement, the Official Bid Document, the Request for Bids, the Instructions to Bidders, the General Conditions, Supplement Conditions, Drawings, Specifications, and Addenda issued prior to the execution of this Agreement, and modifications made after the execution of this Agreement. The Contract Documents represent the entire and integrated agreement between the parties. All of these documents are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

Article No. 2 SCOPE OF WORK:

The Contractor shall execute the entire work described in the Contract Documents entitled:

REQUEST FOR BID NO.: RFB-263-09
SOLICITATION NO.: RFB 785 0900004077

Federal Stimulus - Electrical Upgrade

DMA Field Maintenance Shop #3

National Guard Armory

Lexington, Kentucky

1000000035	Document Phase Final	Document Description FRB-263-09 Fed.Stimulus Elect. Upgrade DMA FMS#3 Lexington,	Page 3 of 5
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A listing of the Specifications, Drawings and Addenda are contained in Article 11 of this Agreement.

Article No. 3 TIME OF COMPLETION:

The date of commencement for the work shall be the date upon which the Owner issues the Contract Documents. The Contractor shall achieve substantial completion of the entire work (as defined by Article 19.2 of the General Conditions) not later than 90 calendar days/date after the date of commencement for the work, subject to adjustments of contract time as provided in the Contract Documents. Final completion of the work shall be achieved 14 calendar days/date after the scheduled date of substantial completion.

Article No. 4 LIQUIDATED DAMAGES:

It is understood by the parties that time is of the essence of this contract, and that the Owner will sustain substantial financial damages and other injuries in the event of a failure of the Contractor to complete the work in a timely manner. In light of these foreseeable losses, and the difficulty of proof of loss, the Contractor shall be assessed liquidated damages in the amount of \$200.00 for each calendar day between the date set for substantial completion of this work and the actual date upon which substantial completion is achieved in accordance with Article 19.2 of the General Conditions. The Contractor shall be assessed liquidated damages in the amount of \$200.00 for each calendar day between the date set for final completion of this work and the actual date upon which final completion is achieved in accordance with Article 19.3 of the General Conditions. In the event that the Contractor abandons the work prior to the substantial completion or is terminated for default under Article 22.2 of the General Conditions, the Owner may upon completion of the work recover liquidated damages for the entire period of delay to substantial completion or final completion under this Article. This recovery will be in addition to any other rights and remedies the Owner may have against the Contractor.

Article No. 5 CONTRACT SUM:

The Owner shall pay the Contractor for the Contractor's performance of the contract the sum of Sixty Two Thousand Nine Hundred Thirty Three Dollars and No Cents. (\$62,933.00) subject to additions and deductions as provided in the Contract Documents. The Contract Sum is based upon the alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

1000000035	Document Phase Final	Document Description FRB-263-09 Fed.Stimulus Elect. Upgrade DMA FMS#3 Lexington,	Page 4 of 5
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Article No. 6 PROGRESS PAYMENTS:

Based upon applications for payment submitted to the Architect by the Contractor, the Owner shall make progress payments on the account of the Contract Sum to the Contractor in accordance with Article 18 of the General Conditions.

Article No. 7 ACCEPTANCE AND FINAL PAYMENT:

Final payment shall be due in accordance with Article 18.7 of the General Conditions provided, that all work has been fully completed in accordance with the plans and specifications as evidenced by a certificate by the Architect for the project, and it has been accepted by the Owner. Further, final payment is contingent upon receipt of "As-Built" drawings from the Contractor. The Contractor shall submit with his final payment application evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid or that provisions for the satisfaction thereof have been made.

Article No. 8 CHANGES IN THE WORK:

The Owner, without invalidated the contract, may delete, add to or modify the work in accordance with Article 14 of the General Conditions.

Article No. 9 SPECIAL NOTICE REGARDING PAYROLL TAXES, ETC:

The Contractor hereby certifies that he has fully informed himself of the conditions relating to construction and labor under which the work under this contract is to be performed, and accepts liability for payment of all payroll taxes on deductions required by local, state, and federal law, including but not limited to old age pension, social security, or annuities, and agrees that he shall employ, so far as is predictable, methods and means in carrying out his work as will not interfere with or interrupt the work of any other contractor working on or adjacent to the site for this work.

Article 10 TERMINATION OR SUSPENSION:

The contract may be terminated by the Owner upon the default of the Contractor and terminated for convenience of the Owner as provided for in Article 22 of the General Conditions.

1000000035	Document Phase Final	Document Description FRB-263-09 Fed.Stimulus Elect. Upgrade DMA FMS#3 Lexington,	Page 5 of 5
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Article No. 11 ENUMERATION OF SPECIFICATIONS, DRAWINGS AND ADDENDA:

The Contract Documents, except for Modifications issued after the execution of this Agreement, include the following specifications, drawings and addenda:

SPECIFICATIONS:

DOCUMENT	TITLE	PAGES
Specification Book	Index	16800-1

DRAWINGS:

SHEET NUMBERS
Title Sheet E-1 E-2

ADDENDA:

NUMBERS
Addendum #1 dated 7/14/09

PROJECT MANAGER: Brian Cottongim, Phone: (502) 564-3155 Ext. 246
 AGENCY CONTACT: David Marshall, Military Affairs, PHONE: (502) 607-1356
 AGENCY: Keith Palmer, National Guard Armory FMS#3, PHONE: (502) 607-2435
 CONSULTANT: Wayne Thomas, KTA Consulting Engineers, PHONE: (859) 253-2459

Date for Substantial Completion: December 24, 2009
 Date for Final Completion: January 7, 2010